

# EARLY BIRD CROP POLICY

Date of preparation: 14 May 2021





# How the Early Bird Crop policy works

Date of preparation: 14 May 2021

## About the insurer and WFI

The insurer for this Early Bird Crop policy is Insurance Australia Limited (ABN 11 000 016 722) trading as WFI (WFI) whose contact details are:

Telephone: 1300 934 934

Post: Locked Bag 1,  
Bassendean DC WA 6942

Email: info@wfi.com.au

WFI is an Australian Financial Services Licensee (AFSL No. 227681) authorised to issue, vary and cancel general insurance products and provide general financial product advice in relation to general insurance.

This is an Early Bird Crop policy. It sets out the insurance You can take out with Us.

Any advice We or Our representatives provide is general advice only and does not take into account Your personal objectives, financial circumstances or needs. Before You decide to acquire this Early Bird Crop policy, You should carefully consider the appropriateness of the Early Bird Crop policy having regard to Your objectives, financial situation and needs.

## Understanding the significant features and benefits

To properly understand the significant features and benefits of the policy, You need to:

- read the
  - Important information (page 3)
  - General conditions (page 9)
  - General definitions (page 10)which apply to the policy;
- read the policy wording - it tells You:
  - what the policy covers
  - what the policy does not cover
  - any additional benefits We provide
  - any optional benefits We offer
  - any special conditions We apply
  - what We pay for a claim.

There is an index on the front of the policy for easy reference.

# Summary of contents

## Important information

Our words	4
Applying for insurance cover	4
The agreement between You and Us	4
The cost of Your insurance	4
Excess	5
Your duty of disclosure	5
Utmost good faith	5
Jurisdiction	5
Dishonest claims	6
Changing the terms of any of Your policies	6
Changing the nominated yield or value of Your crop	6
When You can cancel	6
When We can cancel	6
Code of Practice	6
Our Complaints Handling Procedures	6
Privacy	7
General advice warning	8
Contacting Us	8
Financial Claims Scheme	8

## General definitions

applying to words We use in this document	10
<b>Early Bird Crop policy</b>	
The events You are insured against	13
What is not insured	14
What We pay	14
Optional benefits	15
Additional benefits	15
Special conditions	16

## General conditions

What You must do when You have a policy	9
Claims	9
What can affect your entitlements	9
What We may do	9

# Important information

## applying to all policies

<b>Our words</b>	<b>4</b>	<b>Changing the nominated yield or value of Your Crop</b>	<b>6</b>
<b>Applying for insurance cover</b>	<b>4</b>	<b>When You can cancel</b>	<b>6</b>
<b>The agreement between You and Us</b>	<b>4</b>	<b>When We can cancel</b>	<b>6</b>
<b>The cost of Your insurance</b>	<b>4</b>	<b>Code of Practice</b>	<b>6</b>
<b>Excess</b>	<b>5</b>	<b>Our Complaints Handling Procedures</b>	<b>6</b>
<b>Your duty of disclosure</b>	<b>5</b>	<b>Privacy</b>	<b>7</b>
<b>Utmost good faith</b>	<b>5</b>	<b>General advice warning</b>	<b>8</b>
<b>Jurisdiction</b>	<b>5</b>	<b>Contacting Us</b>	<b>8</b>
<b>Dishonest claims</b>	<b>6</b>	<b>Financial Claims Scheme</b>	<b>8</b>
<b>Changing the terms of this policy</b>	<b>6</b>		

## Our words

To make sure that You can readily understand Your rights and obligations We have written this document in plain English. For easy reference, We have capitalised the first letter of each word which We define in Our 'General definitions' which apply to words used in this document. This does not apply to headings. All of the other words in this document have the meanings set out in the Macquarie Dictionary (current edition), so that You can easily find out what they mean. A reference to the singular includes the plural and vice versa, unless the context otherwise requires.

## Applying for insurance cover

We agree to give You the insurance set out in this policy and the Certificate of Insurance in return for your agreement to pay Us the premium.

To apply for insurance cover, You must complete Our Crop Declaration. When You do so, You must comply with Your duty of disclosure which We tell You about on page 5. It is also important You understand how We manage Your personal information which We tell You about in Our Privacy information on page 7.

The insurance is activated by the Certificate of Insurance We issue to You and only for the period shown on the Certificate of Insurance. You need to read it carefully to ensure You are happy with the cover provided and check that the details are correct. We suggest You keep the Certificate of Insurance and all policy documents in a safe place. Where We have agreed to provide You with insurance the agreement between You and Us comprises of Your record of application for cover and the following documents We issue to You:

- This Early Bird Crop policy;
- The Certificate of Insurance; and
- Any endorsement We issue to You.

## The agreement between You and Us

We only provide You with insurance under a policy for which We issue You with a Certificate of Insurance and only for the period shown on the Certificate of Insurance. The insurance is also subject to Our General conditions, together with provisions shown on the Certificate of Insurance issued to You.

If a provision shown on the Certificate of Insurance is inconsistent with a provision contained in this policy then, to the extent of the inconsistency, the provision shown on the Certificate of Insurance prevails.

## The cost of Your insurance

We determine the base premium by considering a number of criteria.

When You apply for insurance We ask You to provide information about Your personal risk situation relevant to the policy including but not limited to:

- the area of each paddock of your crop and the yields and values of each crop to be insured; and
- Your relevant claims and insurance experience.

Factors that increase the risk to Us generally increase the premium (e.g. higher sums insured or a high claims experience) and those that lower the risk generally reduce the premium payable (e.g. lower sums insured, higher excesses or low claims experience).

If Your crop is damaged on or before the Final Yield Date and We accept Your claim under the policy, the premium will be calculated by the following formula:

- Estimated Yield; multiplied by the Farm Gate Price; multiplied by
- Your share of Your Crop (as shown on the Certificate of Insurance); multiplied by
- the area in hectares of Your Crop (as shown on the Certificate of Insurance).

In these circumstances, the premium for Your policy is the final product of all of the above multiplied by the WFI Crop Rate.

If Your crop is damaged after the Final Yield Date and We accept Your claim under the policy, the premium will be calculated by the following formula:

- the lesser of:
  - the Estimated Yield; or
  - either:
    - \* if a yield is shown on the Certificate of Insurance, that yield for Your Crop shown on the Certificate of Insurance; or
    - \* if no yield for Your Crop is shown on the Certificate of Insurance, the Shire Yield; multiplied by
- the Farm Gate Price; multiplied by
- Your share of Your Crop (as shown on the Certificate of Insurance); multiplied by
- the area in hectares of Your Crop (as shown on the Certificate of Insurance).

In these circumstances, the premium for Your policy is the final product of all of the above multiplied by the WFI Crop Rate.

If Your Crop is damaged and We do not accept a claim under the policy in relation to this damage, the premium will be calculated by one of the following formulae depending on whether or not We received a notification of yield and value for Your Crop from You:

- if We did not receive from You notification of the yield and value for Your Crop on or before the Final Yield Date, the premium will be calculated by the following formulae:
  - either:
    - \* Shire Yield and Farm Gate Price if no yield and value are shown on the Certificate of Insurance; or
    - \* the yield and value shown on the Certificate of Insurance if We have agreed to a yield and value notified by You after the Final Yield Date;
  - multiplied by:
    - Your share of Your Crop (as shown on the Certificate of Insurance); multiplied by
    - the area in hectares of Your Crop (as shown on the Certificate of Insurance).

In these circumstances, the premium for Your policy is the final product of all of the above multiplied by the WFI Crop Rate.

If We did receive from You notification of the yield and value for Your Crop on or before the Final Yield Date, the premium will be calculated by the following formula:

- the yield and value shown on the Certificate of Insurance; multiplied by;
- Your share of Your Crop (as shown on the Certificate of Insurance); multiplied by;
- the area in hectares of Your Crop (as shown on the Certificate of Insurance).

In these circumstances, the premium for Your policy is the final product of all of the above multiplied by the WFI Crop Rate.

If Your Crop is not damaged We will calculate the premium by one of the following formulae depending on whether or not We have received from You notification of the yield and value for Your Crop:

- if We did not receive from You notification of the yield and value for Your Crop on or before the Final Yield Date, the premium will be calculated by the following formula:
  - either:
    - \* Shire Yield and Farm Gate Price if no yield and value are shown on the Certificate of Insurance; or
    - \* the yield and value shown on the Certificate of Insurance if We have agreed to a yield and value notified by You after the Final Yield Date;
  - multiplied by
  - Your share of Your Crop (as shown on the Certificate of Insurance); multiplied by
  - the area in hectares of Your Crop (as shown on the Certificate of Insurance).

In these circumstances, the premium for Your policy is the final product of all of the above multiplied by the WFI Crop Rate.

- if We did receive a notification of the yield and value for Your Crop on or before the Final Yield Date, the premium will be calculated by the

following formula:

- the yield and value shown on the Certificate of Insurance; multiplied by
- Your share of Your Crop (as shown on the Certificate of Insurance); multiplied by
- the area in hectares of Your Crop (as shown on the Certificate of Insurance).

In these circumstances, the premium for Your policy is the final product of all of the above multiplied by the WFI Crop Rate.

We will reduce any claim payment to You by the amount of Your unpaid premium.

If You have any queries about the calculation of the premium You can ask Us when You apply for insurance.

The total amount payable for Your policy includes Your premium plus amounts that take into account Our obligation (actual or some cases estimated) to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST and any applicable Fire Services Levy) in relation to Your policy.

We show the amounts of premium and Statutory Charges on the Certificate of Insurance. Where We are required to pay an estimated amount (e.g. for a Fire Services Levy) based on criteria set by the government, We allocate to the policy Our estimate of the amount We will be required to pay. We may over or under recover in any particular year, but We will not adjust Your total amount payable because of this.

You can obtain further information on Our website [www.wfi.com.au](http://www.wfi.com.au).

When You apply for insurance We will tell You how and when the total amount payable for the policy needs to be paid. It is a term of Your policy that You pay the total amount payable to Us by the time required by Us.

## Excess

An Excess is the amount which You will be required to contribute to any claim on a policy. The amount We must pay under the policy in relation to a claim is reduced by the amount of the Excess. You will only be required to pay an Excess if it is mentioned in the policy You have taken out or shown on the Certificate of Insurance, and will

only apply to loss or damage arising from insured event '2 damage to Your Crop directly caused by impact by hailstones'.

## Your duty of disclosure

Before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms. You have this duty until We agree to insure You. You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

## If You do not tell Us anything

If You do not tell Us anything You are required to, We may cancel Your policy if We would not have issued You cover, or reduce the amount We will pay You if You make a claim and Your non-disclosure causes or contributes to the claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat Your policy as if it never existed.

The course of action We take when You fail to tell Us these things will be considered in each circumstance based on what impact or effect Your failure caused or contributed to a claim or Our decision to issue Your Policy.

## Utmost good faith

The law requires each of Us to act towards the other with utmost good faith (fairly, openly and honestly) in the performance of the policy and in the making and handling of claims under the policy.

## Jurisdiction

This policy is governed by and will be construed in accordance with the laws of Australia and the parties agree to submit to the jurisdiction of the courts of Australia.

## Dishonest claims

If You make a dishonest claim, We can refuse to pay it. We may also cancel the policy.

## Changing the terms of any of Your policies

You may ask Us to change a term of any of Your policies. If We agree, We will confirm the change in writing.

## Changing the nominated yield or value of Your crop

You may ask Us to change the yield or value of Your Crop. If We agree, We will confirm the change to You in writing.

We will not agree to:

- reduce the yield or value after the Final Yield Date; or
- change the yield or value:
  - after the Final Harvest Date; or
  - of any of Your Crop located in a particular paddock shown on the Certificate of Insurance after harvesting of any part of Your Crop in that paddock has commenced; or
  - after damage to Your Crop has occurred.

If We agree to change the yield or value of Your Crop, You will not be covered for that change in the yield or value of Your Crop in relation to event '2 damage to Your Crop directly caused by impact by hailstones' until 48 hours after We confirm We will accept any changes to the yield or value of Your Crop and We have provided You with a Crop Insurance Alteration Certificate.

## When You can cancel

You can ask Us to cancel the policy at any time by writing to Us requesting cancellation. Cancellation will be effective as soon as We receive Your request.

Where more than one Person is insured under the policy, We will only cancel when We receive a written request to cancel from all parties insured under the policy. Cancellation will be effective when We receive all of the requests to cancel.

If the policy is cancelled, We will charge the applicable premium for the period of cover and any nonrefundable

Statutory Charges up to the date of cancellation.

However, if You have made a claim or are entitled to make one under the policy, We will not refund any premium.

## When We can cancel

We may cancel the policy as allowed by the Insurance Contracts Act 1984 (Cth). We give You a notice in writing if We cancel Your policy.

If We cancel Your policy, We will charge You the applicable premium for the period and any non-refundable Statutory Charges up to the date of cancellation.

## Code of Practice

We proudly support the General Insurance Code of Practice (Code). The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

- to commit Us to high standards of service;
- to promote better, more-informed relations between Us and You;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for resolving complaints You make about Us; and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

### Our Commitment to You:

We have adopted and support the Code and are committed to complying with it.

Please contact Us if You would like more information about the Code or the Code Governance Committee.

## Our Complaints Handling Procedures

To access Our 'Complaints Handling Procedures', simply contact Your local WFI Area Manager, Client Service Team or the Claims Officer handling Your claim.

If You have a complaint, We will do everything possible to resolve the matter on Your initial contact with Us. If a complaint is not resolved, You may access Our 'Complaints Handling Procedures' and Our internal dispute resolution (IDR) process. The complaint will then be considered by a designated Internal Dispute Resolution Officer of WFI with the appropriate experience, knowledge and authority to deal with it.

Details of Our 'Complaints Handling Procedures' are set out in Our brochure 'Handling Complaints and Dispute Resolution Our Commitment to You' and in Our 'Privacy' brochure. The brochures tell You how to access Our 'Complaints Handling Procedures'. You can contact Us for these brochures or access them online at [www.wfi.com.au](http://www.wfi.com.au).

If We are unable to resolve Your complaint through Our 'Complaints Handling Procedures', You may be able to have Your complaint dealt with by the Australian Financial Complaints Authority, which is a free, independent and impartial external dispute resolution service.

Its contact details are as follows:

Australian Financial Complaints Authority

Online: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: 1800 931 678 (free call)

Mail: Australian Financial Complaints Authority  
GPO Box 3, Melbourne  
VIC 3001

If Your complaint is to do with a privacy issue, You may refer it to the Privacy Commissioner through the Office of the Australian Information Commissioner or any body which replaces them.

## Privacy

We are committed to meeting Our privacy obligations to You under the *Privacy Act 1988 (Cth)* ('the Act'). The Act provides for information to be collected, used, disclosed and held in accordance with the Australian Privacy Principles (APPs).

You agree that We may collect, use, disclose and hold Your personal information as set out below.

### Collection

We collect information which is reasonably necessary to provide Our services for underwriting and administering Your insurance, claims handling, market and customer satisfaction research and to develop and identify products and services that may interest You. Collection will only take place by lawful and fair means.

We collect information regarding You, other people, any risk to be insured, previous claims or losses, details of previous insurances and insurers, credit status and any matters relevant to the insurance to be provided.

We collect personal information directly or indirectly by telephone, email, facsimile, online, post, external agencies and in person from You or another person or persons.

If We collect information pursuant to a law, regulation, or court order then We will advise You of the law or the court order applicable.

If You fail to provide Us with personal information then this insurance may not meet Your needs.

At the time of collection or as soon as practicable thereafter We will notify You of or make sure You are aware of how to access information about Our identity, contact details, the purposes for which We collect the information, the consequences of not providing the information, how You can access and correct the information, that We will disclose the information overseas and the countries We will so disclose to.

### Use and disclosure

We may disclose Your personal information to WFI related companies, Our agents, overseas service providers, other insurers, mailing houses and document service providers, financial institutions, insurance and claim reference agencies, credit agencies, loss assessors and adjusters, financial or investigative service providers, IDR officers and dispute resolution providers such as the Australian Financial Complaints Authority.

We use and disclose Your personal information for the purposes of providing insurance, administration of the policy, claims handling and dispute resolution.

We may also use or disclose Your personal information for a secondary purpose and You agree that We may so use it.

### Indirect collection

When You provide information about other individuals You must make them aware of the disclosure and the use to which their personal information will be put.

We will only collect personal information about an individual from that individual, unless it is unreasonable or impractical to do so.

### Overseas recipients

If Your personal information is collected by or supplied to a foreign organisation We will ensure it will be held, used or disclosed only in accordance with the Act.

### Marketing

We also collect Your information so that We and Our related companies and business alliance partners can offer You services and products that We believe may be of interest to You. You agree that We may so use Your personal information. However, You can opt out of receiving such communications by contacting Us.

### Access and correction

You can seek access to Your personal information by contacting Us. You can require Us to correct the personal information if it is inaccurate, incomplete or out of date. We will respond to any such request within a reasonable time. We will provide You with access within a reasonable time in the manner requested, unless We are entitled to refuse to provide access. If We decline to provide You with access We will provide You with the reasons for Our refusal and how You may access Our internal dispute resolution (IDR) process.

If We correct information We will inform You. If We refuse to amend information We will provide You with Our reasons for the refusal and details of how to access Our IDR process.

### Data quality and security

We will take such steps as are reasonable in the circumstances to ensure the personal information We collect is accurate, up to date, complete and protected from unauthorised access, misuse, modification, interference or loss.

### Privacy policy

For further information, read Our brochure 'Privacy', or visit Our website at [www.wfi.com.au](http://www.wfi.com.au). Our privacy policy is available free of charge from Our website or You can contact Us for a free copy. We will take such steps as are reasonable to provide a copy of Our privacy policy in a form that You request.

### Complaints

If You have a complaint regarding Our management of Your privacy You may access Our 'Complaints Handling Procedures' and internal dispute resolution (IDR) process by contacting Us. Your complaint will be reviewed by Our Privacy Officer who has up to fifteen business days to resolve Your complaint. If the Privacy Officer cannot resolve Your complaint then it will be escalated to a designated IDR Officer who will make a final IDR decision within fifteen business days of the escalation.

We will also inform You of Your right to take this matter to the Office of the Australian Information Commissioner (OAIC) together with contact details and the time limit for applying to the OAIC. In addition if You have not received a response of any kind to Your complaint within 30 days, then You have the right to take the matter to the OAIC.

The OAIC is the statutory body given the responsibility of complaint handling under the Act. The OAIC is independent and will be impartial when dealing with Your complaint. The OAIC will investigate Your complaint, and where necessary, make a determination about Your complaint, provided Your complaint is covered by the Act. You have 12 months from the date You became aware of Your privacy issue to lodge Your complaint with the OAIC. The contact details of the OAIC are:

Office of the Australian Information Commissioner  
Post: GPO Box 5218, Sydney NSW 2001  
Phone: 1300 363 992  
Website: [www.oaic.gov.au](http://www.oaic.gov.au)  
Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

You also have a right in limited circumstances to have Your privacy complaint determined by the Australian Financial Complaints Authority. The AFCA can determine a complaint about privacy where the complaint forms part of a wider dispute between You and Us or when the privacy complaint relates to or arises from the collection of a debt. The AFCA is an independent dispute resolution body approved by the Australian Securities and Investments Commission. We are bound by AFCA's determinations, provided the dispute falls within the AFCA's Terms of Reference. You have two years from the date of Our letter of decision to make an application to the AFCA for a determination.

You can access the AFCA dispute resolution service by contacting them at:

Australian Financial Complaints Authority

Online: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: 1800 931 678 (free call)

Mail: Australian Financial Complaints Authority  
GPO Box 3, Melbourne  
VIC 3001

## Financial Claims Scheme

We bring to Your attention the introduction of the Commonwealth Financial Claims Scheme. Amongst other things, the Scheme deal with insurance claims against certain general insurers that are under judicial management and that the Australian Prudential Regulation Authority (APRA) believes is insolvent. It provides that if a person satisfies certain eligibility criteria in relation to a valid claim connected with a certain type of policy, APRA may pay to that person something towards the amount that the person would be entitled to before they would receive the payment in the winding up of the insurer.

WFI is a general insurer. If at any time in the future APRA believes it has become insolvent, You might be able to make a claim under the Scheme.

You can obtain information about the Scheme from <http://www.fcs.gov.au>.

## General advice warning

Any advice We or Our representatives provide is general advice only and does not take into account Your personal objectives, financial circumstances or needs. Before You decide to acquire any of the policies, You should carefully read this document and consider the appropriateness of the policies having regard to Your objectives, financial situation and needs.

## Contacting Us

We are happy to help You with any enquiries You have about any policies or the extent of Your insurance cover or to confirm any policy transaction. Please feel free to contact Us at any time.

# General conditions

## applying to all policies

### What You must do when You have a policy

You must take reasonable care to protect Your Crop and harvested seed from loss or damage and tell Us as soon as reasonably possible if:

- there is, or You know there will be, any material change in the nature of the risk; or
- You no longer have an interest in Your Crop; or
- You take out any other insurance which covers Your Crop.

If You do not provide such notification before the happening of an occurrence giving rise to a claim under this policy then, subject to the Insurance Contracts Act, 1984, We may refuse to pay a claim, either in whole or in part. The course of action We take when You fail to provide such notification will be considered in each circumstance based on what impact or effect Your failure caused or contributed to the claim or Our decision to issue Your policy.

### Claims

#### What You must do

If You have made a claim, or if an event happens that might lead to You making a claim, under the policy You must:

- tell Us as soon as reasonably possible about the event; and
- take reasonable steps to limit loss or damage and to prevent further loss or damage; and
- in the case of hail damage, leave test strips at harvest time in accordance with the directions on Our information sheet entitled 'Stripping Crops After Hail Damage'; and

- tell the police as soon as reasonably possible if a criminal act might be the cause of the loss or damage; and
- give Us all relevant information and assistance We may need in handling the claim including written proof and statutory declarations supporting any claim for loss or damage. We will only request information relevant to handling Your claim and will explain why the information, documents and help is required; and
- send Us any correspondence You receive relevant to the claim or event as soon as reasonably possible.

If We agree to issue a policy to You, We will supply You with Our information sheet entitled 'Stripping Crops After Hail Damage'. It tells

You what You must do to enable Us to assess a claim for damage by hailstones.

If You want to make a claim, please contact Your local WFI Area Manager or Client Service Team. They will be ready to assist You.

**What You must not do** If You intend to make a claim for damaged crop or harvested seed, You must not, (provided it is reasonable and safe to do so), without Our prior written consent, dispose of:

- any damaged crop; or
- the Silo, vehicle, bin or other item in which the damaged crop or seed was being stored or transported, until We have had the opportunity to inspect it at a reasonable time and place.

### What can affect Your entitlements

We may decline or reduce the amount of, any claim under this policy for loss, damage or liability, or refuse to indemnify You under the policy, if You enter into, or have entered (even before this contract of insurance) an agreement, release or undertaking which excludes or limits Our right to recover damages or a contribution from any third party who would otherwise be liable to compensate You with respect to such loss, damage or liability unless such agreement, release, or undertaking has been allowed in this policy or by specific mention in Your Certificate of Insurance.

If You do not do what You are obliged to do under Your policy and such failure to comply with Your policy contributes to the loss, damage or liability, We may refuse to pay a claim or any part of it.

The course of action We take when You breach any of the terms will be considered in each circumstance based on what impact or effect Your breach caused or contributed to the claim or Our decision to issue Your Policy.

### What We may do

If We pay a claim under the policy, We have the right to proceed in Your name against any Person against whom You have a right to claim in relation to Your claim under the policy. We take this action at Our own expense. You must not do anything which prevents or limits Our right to do so and You must give Us relevant information and cooperation We require. We will only request information or cooperation that is required to enable Us to pursue the recovery action and will provide an explanation as to why it is needed.

# General definitions

## applying to words We use in this document

**Acceptance Date** means the 'Acceptance Date' shown on the Certificate of Insurance.

**Act of Terrorism** means an act, including but not limited to the use or threat of force or violence by any Person or group(s) of Persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is committed for, or in connection with political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Certificate of Insurance** means the Crop Yield Declaration Certificate, the Crop Insurance Alteration Certificate or the Premium Schedule Advice Certificate.

**Crop Declaration** means the document headed "Crop Declaration".

**Crop Insurance Alteration Certificate** means the document headed 'Crop Insurance Alteration' We send to You.

The Crop Insurance Alteration Certificate includes information about the hectares, crop types, yields and values of Your Crops.

**Crop Yield Declaration Certificate** means the document headed 'Crop Yield Declaration' We send to You.

**Estimated Yield** means the tonnes per hectare of Your Crop in the paddock in which the damage occurs which would have been produced by normal growth process if not for the damage to Your Crop in that paddock.

**Excess** means the amount of any claim on the policy which You will be required to pay as a contribution for loss or damage arising from insured event '2 damage to Your Crop directly caused by impact by hailstones'.

**Expiry Date** means the 'Expiry Date' shown on the Certificate of Insurance

**Farm Gate Price** means the value of Your Crop:

- that You notify to Us and We agree to in writing prior to the Final Yield Date; or
- shown on the Certificate of Insurance if We have agreed to a yield and value after the Final Yield Date; or
- where none of the above are applicable, the amount which We, at Our absolute discretion, determine to be the value of Your Crop. In determining that value, we will take into account relevant statistics and prices for crops of the same type as Your Crop in the region in which Your Crop is located produced by the available bulk grain handler in the market to which You could have accessed in the current season, less the transport costs which would have been incurred to convey Your Crop to its purchaser had it not been lost or damaged, less Statutory Charges.

If You would like more information about Farm Gate Price, please contact Your local WFI Area Manager or Client Service Team.

**Final Harvest Date** means the 'Final Harvest Date' shown on the Certificate of Insurance.

**Final Yield Date** means the 'Final Yield Date' shown on the Certificate of Insurance. Final Yield Date is the day by which We must receive details of the yields and values You want insured in relation to Your Crop.

**Financial Interest** means any legal or equitable interest in real, personal or intangible property, but not property leased to You, provided the rent is not computed in whole or part by the yield or value of Your Crop.

**Flood** means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal;
- a dam.

**Gross Percentage Loss** means the percentage proportion which the quantity of Your damaged crop bears to the total quantity of Your Crop in the paddock in which the damage occurs.

**Lapse Date** means the 'Lapse Date' shown on the Crop Declaration We send to You.

**Person** means a natural person, firm, company, partnership, incorporated association, incorporated body or statutory body.

**Premium Schedule Advice Certificate** means the document headed 'Premium Schedule Advice' We send to You.

**Reduction in Yield** means the difference between the Estimated Yield and the actual tonnes per hectare that Your Crop produces as a result of damage to Your Crop.

**Shire Yield** means:

- the average of the yields obtained by Our insureds' for crops of the same type as Your Crop in the shire in which Your Crop is located for the five seasons up to and including the last season that finished prior to the Acceptance Date; or
- if statistics for yields for crops of the same type as Your Crop for the previous five seasons in the shire in which Your Crop is located are not readily available, Shire Yield means the average of the yields obtained for crops closest in type to Your Crop in the shire in which Your Crop is located for the last five seasons up to and including the last season that finished prior to the Acceptance Date.

If You would like more information about Shire Yield, please contact Your local WFI Area Manager or Client Service Team.

**Silo** means the following items which are weather and vermin proof and used for the storage of grain, silage and other agricultural produce:

- a substantial building comprising of a fixed tower with walls and roof constructed of metal, brick or concrete; and
- a purpose built structure for storage; and
- a grain harvest sausage bag; and
- a grain bunker, pit, underground or watertight space.

**Standing Straw** means the remaining standing stem of a plant from Your Crop after Your Crop has been harvested.

**Statutory Charges** means GST, stamp duty, insurance duties or taxes and any other applicable statutory imposts, taxes or charges (actual or estimated).

**We, Us, Our and WFI** means Insurance Australia Limited trading as WFI.

**WFI Crop Rate** means the rate that We have set within WFI as Our underwriting rate as at the date on which the premium for this policy falls to be calculated.

**You, Your and Yourself** means the Person or entity shown on the Certificate of Insurance as the insured.

If two or more Persons or entities are shown, You mean each of them jointly and separately, subject to Our total liability under the policy not exceeding the sums insured shown on the Certificate of Insurance and/or limits of liability described in this policy.

Each of the insured is responsible for the completeness and accuracy of information in any proposal information, documents, statements or claims supplied by any one of them.

Each of the insured is also obliged to comply with the terms and conditions of this policy.

**Your Crop** means the above ground plant parts of the crop shown on the Certificate of Insurance when it is growing, standing or in windrows at the situation shown on the Certificate of Insurance, but not stubble or chaff.

# Early Bird Crop policy

*The General conditions on page 9 apply to this policy.*

*The General definitions on page 10 apply to words used in this policy.*

<b>The events You are insured against</b>	<b>13</b>
<b>What is not insured</b>	<b>14</b>
<b>What We pay</b>	<b>14</b>
<b>Optional benefits</b>	
Policy excess – reducing excess	15
<b>Additional benefits</b>	
Costs	15
Extra harvest	15
Fire fighting costs	16
Replanting subsidy for seedlings	16
Standing Straw	16
<b>Special condition</b>	
Excess	16

## The events You are insured against

This policy insures You against the following events:

### 1 damage to Your Crop directly caused by fire

but only if that part of Your Crop so damaged is shown on the Certificate of Insurance as covered for 'Fire only' or 'Combined' and the damage occurs between the Acceptance Date and the:

- Final Harvest Date if the 'Risk' shown on the Certificate of Insurance is 'Full term';
- Expiry Date if the 'Risk' shown on the Certificate of Insurance is 'Short term'.

If damage to Your Crop occurs as a direct result of You taking reasonable and proportionate steps to safeguard Your Crop from an imminent threat of fire, We treat that damage as damage to Your Crop directly caused by fire.

### 2 damage to Your Crop directly caused by impact by hailstones

but only if that part of Your Crop so damaged is shown on the Certificate of Insurance as covered for 'Hail only' or 'Combined' and the damage occurs between:

- 48 hours after the Acceptance Date and the Final Harvest Date if:
  - \* Your policy is not a renewal of a previous Early Bird Crop policy held by You with Us; or
  - \* You are renewing a previous Early Bird Crop policy held by You with Us but We did not receive Your application for renewal of the policy on or before the Lapse Date; or
- the Acceptance Date and the Final Harvest Date if Your policy is a renewal of a previous Early Bird Crop policy held by You with Us and We receive Your application for renewal of the policy on or before the Lapse Date.

If You ask Us and We agree to change the yield or value of Your Crop, cover for that change in relation to this event '2 damage to Your Crop caused by impact by hailstones' will commence 48 hours after We confirm that We will accept a change to the yield or value of Your Crop, and We provide You with a Crop Insurance Alteration Certificate confirming the change.

### 3 damage to Your Crop directly caused by the escape of harmful chemicals

but only if the crop so damaged is shown on the Certificate of Insurance as covered for 'Hail only' or 'Combined' and:

- the damage is the result of a ground spraying operation carried out within two kilometres of the damaged part of Your Crop; and
- the damage occurs between the Acceptance Date and the Final Harvest Date; and
- the ground spraying operation was not performed by or for You or on Your behalf; and
- the escape of harmful chemicals was not from a property in which You had a Financial Interest at the time the chemicals escaped; and
- You promptly provide Us with the name and address of the Person who occupied or owned the land on which the ground spraying operation was carried out.

We cover damage by events 2 and 3 to seedlings under the additional benefit 'Replanting subsidy for seedlings' - see page 16.

### 4 damage to Your Crop directly caused by straying livestock

but only if:

- Your Crop so damaged is shown on the Certificate of Insurance as covered for 'Hail only' or 'Combined'; and
- the damage occurs between the Acceptance Date and the Final Harvest Date; and
- You did not have a Financial Interest in the livestock when the livestock caused the damage; and
- the livestock that caused the damage did not stray from a property in which You had a Financial Interest when the livestock caused the damage; and
- You provide Us with the name and address of the owner of the straying livestock and the occupier of the property from which the livestock strayed.

If You need cover for events 1-4 after the Final Harvest Date, You should discuss Your needs with Us.

### 5 accidental loss of or damage to harvested seed produced from Your Crop whilst stored in a Silo

but only if the seed so lost or damaged was harvested from that part of Your Crop as shown on the Certificate of Insurance as covered by 'Hail only' or 'Combined', and the loss or damage:

- is directly caused by:
  - fire, including fire directly caused by spontaneous combustion if the crop has been appropriately dried and ventilated to minimise the risk of spontaneous combustion; or
  - storm; or
  - lightning; or
  - explosion; or
  - impact by a vehicle, animal (other than straying livestock), aircraft or debris from an aircraft, space debris, rocket or satellite; or
  - riot or civil commotion including acts of people taking part in industrial or political disturbances and acts of a lawful authority controlling these disturbances; and
- occurs at the situation shown on the Certificate of Insurance between the Acceptance Date and the Expiry Date.

### 6 accidental loss of or damage to harvested seed produced from Your Crop whilst being transported

to permanent storage at the situation shown on the Certificate of Insurance or between the situation shown on the Certificate of Insurance and a receival point and/or Your seed cleaners' place of business, but only if the loss or damage occurs:

- when the harvested seed is in a vehicle or bin which is weather and vermin proof; and
- between the Acceptance Date and the Expiry Date; and
- within 500 kilometres of the situation shown on the Certificate of Insurance.

The insurance provided under event 6 is extended to cover the seed whilst it is temporarily stored in a Silo for up to five days during the course of the transport mentioned above.

The insurance provided by event 6 does not insure the seed whilst it is being transported in:

- an unroadworthy vehicle; or
- a vehicle that is carrying a load in excess of the specified load limit of the vehicle.

See page 15 for information about aggregate limits on what We pay for events 3, 4, 5 and 6.

## What is not insured

This policy does not insure You against:

**1 any damage to Your Crop which occurs prior to flowering of any part of Your Crop if Your Crop has been cut or grazed prior to the damage.**

**2 any deliberate or wilful loss or damage by:**

- You or Your spouse, de facto spouse or unmarried children, Your parents or the parents of Your spouse or de facto spouse who solely live with You and student children boarding at school, college or university; or
- anyone with whom You live; or
- anyone with Your express or implied consent; or
- anyone entitled to benefit under this policy.

**3 loss or damage directly or indirectly occasioned by, happening through or in consequence of:**

- war, invasion, acts of a foreign enemy, hostilities (whether war is declared or not); or
- civil war, rebellion, revolution, insurrection, military or usurped power; or
- confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government, public or local authority.

**4 loss or damage directly or indirectly caused by or arising out of or in connection with:**

- an Act of Terrorism; or
- action taken to control, prevent or suppress, or attempt to control, prevent or suppress, any Act of Terrorism.

**5 loss or damage:**

- to property eligible for insurance by the relevant Nuclear Insurance Pool and/or Association; or
- directly or indirectly caused by or arising out of or in connection with:
  - ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
  - the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
  - any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
  - the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

**6 any loss of quality of any seed or plant material, or loss of quality in the grade of any seed or plant material.**

**7 loss or damage directly or indirectly caused by or arising out of Flood.**

**8 the provision of cover or payment of a claim which would expose Us to any sanction, prohibition or restriction under United Nations resolution or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.**

This policy does not insure the interests of any other Person in Your Crop unless, before We issue the Certificate of Insurance:

- You ask Us in writing to cover that other Person's interest; and
- We agree to do so.

## What We pay

### Damage to Your Crop

We pay You for a Reduction in Yield as a result of insured damage to Your Crop. We do not pay for damage to Your Crop that does not result in a Reduction in Yield.

We calculate the value of the Reduction in Yield by multiplying A x B x C x D as follows:

Where:

A is the number of hectares of Your Crop in the paddock in which the damage occurs.

**If the damage occurs:**

- on or before the Final Yield Date, B is the Estimated Yield; or
- after the Final Yield Date, B is the lesser of the:
  - Estimated Yield; or
  - the yield shown on the Certificate of Insurance for Your Crop (or, if a yield is not shown, the Shire Yield)

C is:

- the Farm Gate Price per tonne of crop of the same type or similar type as the damaged part of Your Crop at the time of Our final assessment of the damage; or
- the value of Your Crop so damaged as shown on the Crop Insurance Alteration Certificate if a Crop Insurance Alteration Certificate has been issued by Us to You at or before Our final assessment of the damage.

D is the Gross Percentage Loss.

The Gross Percentage Loss is subject to any applicable Excess percentage. You should read the information under Excess (page 16) so that You are clear about how and when the Excess operates.

### Time periods for the calculation of the applicable Reduction in Yield

If:

- the risk shown on the Certificate of Insurance is 'Full term' and Your Crop is damaged by fire, We pay for the Reduction in Yield which occurs between the Acceptance Date and the Final Harvest Date;
- the risk shown on the Certificate of Insurance is 'Short term' and Your Crop is damaged by fire, We pay for the Reduction in Yield which occurs between the Acceptance Date and the Expiry Date;

- Your Crop is damaged by hailstones and Your policy is not a renewal of a previous Early Bird Crop policy held by You with Us, We pay for the Reduction in Yield which occurs between:
  - the later of 48 hours after the Acceptance Date, or 48 hours after You ask for and We accept a change to the yield or value of Your Crop and We provide You with a Crop Insurance Alteration Certificate confirming the change; and
  - the Final Harvest Date.
- Your Crop is damaged by hailstones and Your policy is a renewal of a previous Early Bird Crop policy held by You with Us but We did not receive Your Crop Declaration or application for renewal of the policy before the Lapse Date, We pay for the Reduction in Yield which occurs between:
  - the later of 48 hours after the Acceptance Date, or 48 hours after You ask for and We accept a change to the yield or value of Your Crop and We provide You with a Crop Insurance Alteration Certificate confirming the change; and
  - the Final Harvest Date.
- Your Crop is damaged by hailstones and Your policy is a renewal of a previous Early Bird Crop policy held by You and We received Your Crop Declaration or application for renewal of the policy before the Lapse Date, We pay for the Reduction in Yield which occurs between:
  - the later of the Acceptance Date or 48 hours after You ask for and We accept a change to the yield or value of Your Crop, and We provide You with a Crop Insurance Alteration Certificate confirming the change; and
  - the Final Harvest Date.
- Your Crop is damaged by harmful chemicals, We pay for the Reduction in Yield which occurs between the Acceptance Date and the Final Harvest Date;
- Your Crop is damaged by livestock, We pay for the Reduction in Yield which occurs between the Acceptance Date and the Final Harvest Date.

### **Harvested seed damage under events 5 or 6**

Where events 5 or 6 apply, if Your harvested seed is lost or damaged, We pay You the value of the harvested seed at the time of the loss or damage up to the sum insured shown on the Certificate of Insurance for Your Crop from which the seed was harvested.

### **Limits on the aggregate amount under event 3 for escape of harmful chemicals and event 4 damage by straying livestock**

Where events 3 or 4 apply, We pay You up to the greater of \$100,000 or the aggregate amount shown on the Certificate of Insurance for events 3 and 4, for all claims for damage by events 3 or 4 that occur between the Acceptance Date and the Final Harvest Date.

### **Aggregate amount for accidental loss of or damage to harvested seed**

We pay You up to the greater of \$100,000 or the aggregate amount shown on the Certificate of Insurance as the limit for events 5 and 6, for all claims for accidental loss or damage by events 5 or 6 that occur between the Acceptance Date and the Expiry Date.

## **Optional benefits**

### **Policy excess – reducing excess**

If ‘Policy excess – reducing excess’ is shown on the Certificate of Insurance, We reduce the amount of each claim by the Excess that would otherwise apply to that claim. Where the assessed loss of Estimated Yield of seed for a claim under event ‘2 damage to Your Crop directly caused by impact by hailstones’ that We have accepted exceeds 20 percent of Your Crop, not harvested at the time of damage, We will reduce the Excess by 0.5 percent for each 1 percent of the assessed loss above 20 percent.

The maximum reduction that will apply under this optional benefit is to reduce the applicable Excess to zero.

This optional benefit only applies to claims under event ‘2 damage to Your Crop directly caused by impact by hailstones’.

## **Additional benefits**

### **Costs**

If We have paid or agreed to pay a

claim for loss or damage, We also pay for the costs that are necessary and that You reasonably incur for the purpose of reducing the amount of Your claim. We pay up to a maximum of \$100 per hectare unless otherwise agreed in writing by Us.

If We have paid or agreed to pay a claim for loss or damage for event 5 or 6, We also pay for the costs You reasonably incur as a consequence of that loss or damage for the:

- recovery, re-loading, alternate transporting and temporary storing of insured seed; and
- seed cleaning of insured seed; and
- clearing and clean up (but not recovery) of insured seed.

Subject to the limits set out in ‘What We pay’ and any other section of this policy, We pay up to:

- 50% of the value of the insured seed recovered for the costs of recovery, re-loading, alternate transporting and temporary storing of insured seed; and
- 25% of the value of the insured seed recovered for the costs of seed cleaning of insured seed; and
- 50% of the value of the insured seed not recovered for the costs of clearing and clean up of insured seed.

Under this additional benefit, We pay up to a maximum of \$5,000 for all costs incurred from one claim and up to \$50,000 in the total for all claims for such costs incurred between the Acceptance Date and Expiry Date.

### **Extra harvest**

Where the Gross Percentage Loss caused by hailstones impacting on an unharvested crop is assessed as being greater than 70 percent, We pay You an extra harvest allowance benefit. The amount We pay You will be calculated by taking 50 percent of the difference between the assessed loss and 70 percent of the assessed loss. This will be added to the assessed loss percentage of the claim. The most We pay You under this additional benefit is 100 percent of the sum insured shown on Your Certificate of Insurance.

### **For example:**

Assessed loss = 90%

Extra harvest allowance = 10%

(50% of [90% assessed loss less 70%])

Gross Percentage Loss payable  
= 90% assessed loss + 10%  
= 100% (less any applicable Excess)

We do not pay claims under this benefit where the Certificate of Insurance shows the cover applicable to this policy is for 'Fire only'.

### Fire fighting costs

Under this additional benefit We pay up to \$5,000 towards the costs You reasonably and proportionately incur to take steps at or immediately adjoining, the situation shown on the Certificate of Insurance to safeguard Your Crop from the imminent threat of fire between the Acceptance Date and the Expiry Date.

### Replanting subsidy for seedlings

If 'Hail only' or 'Combined' is shown on the Certificate of Insurance for Your Crop, We insure Your Crop, including the crop You plant between the Final Harvest Date and the Expiry Date for damage by events 2 and 3 if:

- You own the crop; and
- the crop is planted at the situation shown on the Certificate of Insurance.

We pay the reasonable cost You incur to replant the crop that is damaged if:

- the damage to the crop occurs prior to Your Crop reaching:
  - first jointing stage in the case of a cereal crop; or
  - eight leaf stage in the case of a legume crop; and
- there is clear evidence that at the time of the damage, at least 50% of the crop planted in the paddock in which the crop is damaged is above ground; and
- You provide Us with details of the yields and values You want insured in relation to the crop that has been damaged; and
- it is reasonable for You to replant Your Crop; and
- Your Crop is replanted within a reasonable time during the season in which the damage occurs.

We pay up to the amount of the replanting subsidy shown on the Certificate of Insurance for this additional benefit. We do not apply any Excess to a payment under this additional benefit.

If We have paid for the cost to replant the crop that is damaged and You are

renewing a previous Early Bird Crop policy held by You, then the replanted crop is automatically insured by this policy to the same extent and value as the crop for which We paid You the replanting subsidy.

*If You replant with a different type of crop e.g. coriander for wheat, You must tell Us because the value given to the replanted crop may be too low.*

### Standing Straw

Where Your Crop Standing Straw is damaged by fire occurring between the Acceptance Date and the Final Harvest Date, We pay the costs necessarily and reasonably incurred to feed or agist livestock belonging to You as a result of the damage to Your Crop Standing Straw, including any required transport costs. We stop paying under this additional benefit at the earliest of:

- the time alternative pasture is available at the situation shown on the Certificate of Insurance; or
- 12 months from the date of the damage.

For this additional benefit, We pay up to \$25,000 for each 'Risk' shown on the Certificate of Insurance that is damaged by fire.

## Special conditions

### Excess

The Excess applicable to Your policy is shown as the 'Excess %' on the Certificate of Insurance for each paddock of Your Crop.

For the purposes of application of the excess, paddocks over 200 hectares will be split into equal units of no less than 100 hectares with the orientation of the split lines being due north south.

Unless 'Policy excess – reducing excess' is shown on the Certificate of Insurance, We pay You for the Gross Percentage Loss calculated in accordance with the element D of the formula under 'What We pay' (on page 14) to the extent that the Gross Percentage Loss for all claims as a result of hailstone damage occurring in the relevant paddock between the

Acceptance Date and Final Harvest Date for the paddock exceeds the Excess % shown for that paddock on the Certificate of Insurance.

The following are examples of how the Excess works:

### Example 1:

Assuming the Excess is 10% and as a result of a single event causing hailstone damage to crop in paddock 1 during the period between the Acceptance Date and the Final Harvest Date, the Gross Percentage Loss is 22%.

On the basis of the above assumptions, We will pay You a Gross Percentage Loss of 12% as this is the Gross Percentage Loss from the event less the 10% Excess.

If a further hailstone event occurs and damages crop in paddock 1 during the same period of insurance, We will pay You in accordance with the policy but without deduction of the Excess.

### Example 2:

Assuming the Excess is 5% and as a result of a first hailstone event causing damage to crop in paddock 1 during the period between the Acceptance Date and Final Harvest Date, the Gross Percentage Loss is 4%. Further assuming as a result of a second hailstone event causing damage to crop in paddock 1 during the same period of insurance, the Gross Percentage Loss is 14% (this includes the 4% from the first strike).

On the basis of the above assumptions We will not pay You anything for Reduction in Yield as a result of hailstone damage to crop in paddock 1 from the first hailstone event because the Gross Percentage Loss is only 4% which is less than the 5% Excess.

As a result of the second hailstone event to crop in paddock 1 during the same period of insurance, the Gross Percentage Loss is 14%.

We will pay You a Gross Percentage Loss of 9% as this is the Gross Percentage Loss from the second event including the Gross Percentage Loss from the first hailstone event less 5% Excess.

If a further hailstone event occurs and damages crop in paddock 1 during the same period of insurance, We will pay You in accordance with the policy but without deduction of the Excess.

**This page has been left blank intentionally.**

## Contact Us

Call **1300 934 934** for your local office.  
**wfi.com.au**



Insurance Australia Limited  
trading as WFI  
ABN 11 000 016 722  
AFSL 227681